

Tab A. FG&E Default Service RFP

Fitchburg Gas and Electric Light Company (“FG&E”)

Default Service Request for Proposals

Service Periods:

Small Customer Group (50%): June 1, 2005 – May 31, 2006

Medium Customer Group (50%): June 1, 2005 – May 31, 2006

Large Customer Group (100%): June 1, 2005 – August 31, 2005

Issued: March 30, 2005

Fitchburg Gas and Electric Light Company (“FG&E”)

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**Request for Proposals
To Provide
Default Service
To Customers of
Fitchburg Gas and Electric Light Company**

I. Introduction

The Massachusetts Electric Industry Restructuring Act of 1997 (“Massachusetts Act”) provided for competition in the electric utility industry by extending competition in the wholesale power supply markets to retail customers through the provision of retail access to all customers. The Massachusetts Act provided access for all retail customers of Fitchburg Gas and Electric Light Company (“FG&E”) as of March 1, 1998. The Massachusetts Act requires each distribution company to provide default service to those customers who are not receiving generation service from a competitive supplier (“Default Service”). Although this RFP uses the term Default Service, for retail purposes, the supply service sought herein is now referred to as Basic Service¹.

The Massachusetts Act requires Default Service to be competitively procured. In addition, the Massachusetts Department of Telecommunications and Energy (“MDTE”) has conducted a number of proceedings on rules and procedures for the provision and pricing of Default Service. MDTE has ordered all electric companies in Massachusetts to procure Default Service through competitive solicitations by customer group and to procure such power at fixed monthly prices². MDTE has also required electric companies to procure separately for three customer groups. For purposes of Default Service procurement, FG&E has defined a “Small Customer Group”, a “Medium Customer Group” and a “Large Customer Group”, each comprised of various rate classes of customers as defined below.

MDTE also implemented rules and procedures for the provision and pricing of Default Service in which it clarified procurement rules with regard to Standard Market Design (“SMD”) and established procurement schedules³. Since FG&E’s customers are located in a single SMD load zone, the SMD clarification does not impact this RFP. With regard to procurement schedules, MDTE ordered electric companies to procure power for their residential and small C&I customers on a staggered basis whereby fifty percent of Default Service supply is procured every six months for a twelve-month period. The MDTE also ordered electric companies to procure power for their medium and large C&I Default Service customers on a quarterly basis. FG&E purchases for its Small Customer Group and Medium Customer Group under the residential and small C&I customer schedule

¹ See Docket D.T.E. 04-115-A.

² See Dockets D.T.E. 99-60-A and D.T.E. 99-60-B.

³ See Dockets D.T.E. 02-40-A, D.T.E. 02-40-B and D.T.E. 02-40-C.

(50% for twelve months) and purchases for its Large Customer Group under the medium and large C&I schedule (100% quarterly).

FG&E has issued this RFP to solicit competing power supply offers to supply firm, load-following power to meet the requirements of its Default Service customer groups as follows. The winning supplier(s) chosen to serve FG&E's Small Customer Group and Medium Customer Group will provide 50% of the load requirements for the 12-month period of June 1, 2005 through May 31, 2006. The winning supplier chosen to serve FG&E's Large Customer Group will provide 100% of the Large Customer Group Default Service load for the 3-month period of June 1, 2005 through August 31, 2005.

FG&E will obtain Renewable Energy Certificates ("RECs") required for compliance with Renewable Portfolio Standard ("RPS") regulations under a separate process. As such, there are no requirements to provide RECs associated with the service sought herein.

This RFP provides background information and historical data, details the service requirements and commercial terms, and elaborates on the procedures to be employed by FG&E to select the winning suppliers. All materials for this RFP are available at the following website address: www.unitil.com/rfp under "Current Procurement" for FG&E. The RFP and its appendices, including the submission form and contract materials, are included as separate editable electronic files along with a number of data and Acrobat files. The contents of each file are described in this document. Please contact Rob Furino at (603) 773-6452 with any questions regarding these materials.

II. Description of Default Service

FG&E is soliciting load-following power supply offers to meet the needs of its ultimate customers who are taking service under its Default Service tariff⁴. As described in the tariff, Default Service is provided to retail customers who are not taking service from a competitive supplier. Default Service can be initiated by: (a) a customer notifying FG&E that they wish to terminate service from their competitive supplier and commence Default Service; (b) a competitive supplier notifying FG&E that it is terminating service to a customer; (c) a competitive supplier ceasing to provide service to a customer without notifying FG&E; or (d) a customer moving into FG&E's service territory.

For the purpose of this solicitation, FG&E has established customer groups comprised of the customer rate classes shown in the following table. Bidding power suppliers ("Respondents") may submit bids to provide service to any or all customer groups. Bids to supply each customer group will be evaluated and awarded separately. The loads associated with the three customer groups are modeled in the NEPOOL market system as load asset 1737, 10693 and load asset 1095.

⁴ A copy of FG&E's current Default Service tariff, effective March 1, 2005, is attached as Appendix E, see file "App_E_DS_Tariff_2005-03.pdf".

Customer Group	Load Asset #	Customer Rate Class
Small Customer Group	1737	RD-1, RD-2, GD-1
Medium Customer Group	10693	GD-2, GD-4, GD-5 and SD
Large Customer Group	1095	GD-3

The amount of Default Service to be supplied by the winning bidder(s) will be determined in accordance with the retail load associated with those customers who from time to time rely on Default Service. FG&E cannot predict the number of customers that will rely on Default Service, how much load will be represented by these customers, or how long they will continue to take Default Service. FG&E expressly reserves the right to encourage customers to choose their own supplier from the competitive marketplace instead of taking Default Service.

Data Provided

To assist Respondents in determining the potential load requirements, a variety of data has been provided with this RFP. The provided data include the following.

Historic Hourly Loads are provided for FG&E's Small Customer Group, Medium Customer Group and Large Customer Group for the period January 1, 2003 through March 27, 2005. FG&E has separately provided both the Default Service loads and the competitively supplied loads so that Respondents can assess the Default Service requirements in terms of the overall requirements of a given Customer Group. The Default Service loads include historic load that was served as either Standard Offer Service or Default Service prior to March 1, 2005 (please see file "Hourly_Loads_2005-03.xls").

Historic Retail Monthly Sales data from DOER 110 reports filed by FG&E from April 1999 through February 2005 have been compiled and provided in Excel format. The DOER 110 report details by customer rate class the number of customers and monthly retail billed kWh sales delivered to customers receiving Standard Offer Service, Default Service and generation service from competitive retail suppliers. The data have been summarized by the current customer group definitions and charts have been added to show monthly sales by supply type for each customer group (please see file "DOER_110_Report_2005-03.xls").

Class Average Load Shapes (8760 hours) are available on FG&E's website at <http://services.FG&E.com/fge/loadshapes.asp>.

Distribution System Loss Factors are as shown in the following table. Please note that the quantity of supply sought via this RFP includes distribution losses internal to FG&E's system and will be purchased by FG&E from the winning bidder(s). Distribution

losses are embedded in the historical data provided and should not be netted to determine supply requirements and billing determinants separately.

Rate Class	Distribution Loss Factor
RD-1, RD-2	7.52%
GD-1, GD-2, GD-4, GD-5	7.72%
GD-3	4.48%
SD	6.71%

Large Customer Concentration is demonstrated by a listing of the annual energy and demand requirements of FG&E's GD-3 customers for the 12 months ending February 2005. This listing indicates the current supply type (Default Service or competitive generation) and next meter read date for each customer (please see file "Large_Customer_Summary_2005-03.xls").

Evaluation Loads that FG&E will use to calculate weighted average prices of bids received from Respondents for the purpose of comparing competing bids on the basis of price are provided. These estimated loads may be instructive to Respondents, but should in no way be construed to represent any contract quantity or billing determinant or to create any obligation to any party (please see file "Evaluation_Loads_2005-03.xls").

III. General Provisions

Terms and Conditions

FG&E will separately award each of the following two Default Service loads to one winning bidder: add small

- (1) Small Customer Group – 50% of service requirements from June 1, 2005 through May 31, 2006.
- (2) Medium Customer Group – 50% of service requirements from June 1, 2005 through May 31, 2006.
- (3) Large Customer Group – 100% of service requirements from June 1, 2005 through August 31, 2005.

Power Supply Contract

FG&E is allowing Respondents who have previously finalized contract language with FG&E for the provision of Default Service supply to use a prior contract as a basis for establishing contractual terms and conditions for service sought via this RFP. Respondents who either do not have a prior contract or do not wish to use a prior contract, may choose either to (1) enter into an EEI Master Agreement with FG&E (if one does not exist) and execute the transaction confirmation letter (“EEI Confirm”) contained in Appendix B, or (2) execute the Default Service Power Contract (“DS Contract”) contained in Appendix C. Respondents who wish to use the EEI Master Agreement must execute the master agreement with FG&E prior to final bidding. Winning bidders will be required to execute either the EEI Confirm or the DS Contract within two (2) business days of being notified they were selected as the winner. For Respondents who do not have an existing master agreement with FG&E, a copy of FG&E’s proposed EEI Cover Sheet is attached as Appendix D. These contract documents are located in separate electronic files named “App_B_EEI_Confirm_2005-03.doc”, “App_C_Power_Contract_2005-03.doc” and “App_D_EEI_Cover_Sheet_2005-03.doc”.

The obligations of FG&E and the winning bidders are subject to and conditioned upon MDTE approval of the retail rates derived from the transaction sought in this solicitation. FG&E will use its best efforts to obtain MDTE’s approval.

Proposal Process and Submission Dates

The following table outlines key dates associated with this procurement process.

Item	Date
RFP Issued	Wed, 3/30/05
Proposal Submission Forms Due (including proposed contract changes and indicative pricing)	Wed, 4/13/05 – 3pm EPT
Final Pricing Due	Tue, 4/19/05 – 10am EPT
Winning Suppliers Notified	Wed, 4/19/05 – 1pm EPT
Contracts Executed	Fri, 4/22/05
FG&E files for MDTE Approval of Rates	Mon, 4/25/05
Service Commences	Wed, 6/1/05

Respondents to this RFP for Default Service must submit a completed Proposal Submission Form, including any proposed contract modifications, along with indicative pricing and then final pricing according to the schedule shown above. All submissions

should be marked "FG&E Default Service" and sent via e-mail to Rob Furino (furino@unitil.com). Please direct any questions to Rob Furino at (603) 773-6452.

Proposal Submission Forms are attached as Appendix A (please see file named "App_A_Submission_Form_2005-03.doc"). Forms and proposed contract changes are due by **3:00 p.m. EPT on April 13, 2005.**

Indicative Pricing is due with the Proposal Submission Form and may be submitted on either the "Indicative Pricing" page provided with the Proposal Submission Form document or the "Evaluation Loads" spreadsheet. In either case, Respondent's name and "Indicative Pricing" must be clearly stated and the notes on the "Indicative Pricing" sheet are assumed to be conveyed. Pricing must meet the requirements described in the Proposed Pricing portion of Section V, and must reflect the provision of power supply services as described in the Form of Service portion of Section IV. Indicative pricing is due **3:00 p.m. EPT on April 13, 2005.**

Final Pricing may be submitted on either the "Final Pricing" page provided with the Proposal Submission Form document or the "Evaluation Loads" spreadsheet. In either case, Respondent's name and "Final Pricing" must be clearly marked and the notes on the "Final Pricing" sheet are assumed to be conveyed. Final pricing is due by **10:00 a.m. EPT on April 19, 2005.**

Winners Notified. FG&E intends to confirm final pricing, evaluate competing bids, and select and notify the winning bidders by **1:00 p.m. EPT on April 19, 2005.**

FG&E, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in the RFP or any appendix hereto or to withdraw the RFP.

Contact Person and Questions

Questions regarding this RFP should be submitted to Rob Furino at (603) 773-6452 or at furino@unitil.com.

Right to Select Supplier

FG&E shall have the exclusive right to select or reject any and/or all of the proposals submitted at any time, for any reason and to disregard any submission not prepared according to the requirements contained in this RFP.

Customer Billing and Customer Service

The Default Service power supply procured under this RFP will be a wholesale supply. As such, the winning suppliers will have no retail customer contact in any form. All customers taking Default Service will be retail customers of FG&E. As the retail provider of such service, FG&E will provide billing and customer service to customers receiving Default Service. In addition, FG&E will assume responsibility for the ultimate collection

of moneys owed by customers in accordance with rules and regulations approved by the MDTE.

IV. Service Features

Supply Obligation Periods

For the Small Customer Group, 50% of the service requirements for the period beginning 0001 hours on June 1, 2005 through 2400 hours on May 31, 2006.

For the Medium Customer Group, 50% of the service requirements for the period beginning 0001 hours on June 1, 2005 through 2400 hours on May 31, 2006.

For the Large Customer Group, 100% of the service requirements will be awarded for the period that begins 0001 hours on June 1, 2005 and ends at 2400 hours on August 31, 2005.

Delivery Point

Currently, the load obligation associated with the load assets is settled at the West Central Massachusetts Load Zone. In the event that NEPOOL implements nodal settlement of load obligations, supplier will be responsible for all relevant charges at the node where the load assets are settled. The load physically exists and is metered at the Flag Pond substation.

Form of Service

The winning supplier(s) shall provide firm, load-following power for delivery to ultimate customers taking service under FG&E's Default Service tariff (see Appendix E). The obligations and responsibilities associated with providing Default Service shall be transferred to the winning supplier via an Ownership Share for Load Asset, utilizing the NEPOOL Asset Registration Process for the load assets associated with the customer groups. The quantity of service that suppliers will be responsible to deliver, and that FG&E will be responsible to purchase, includes the local distribution losses associated with delivery of electricity from the delivery point to the customers' meters, as described in the Data Provided portion of Section II.

Supplier shall be responsible for providing and paying for all energy and capacity services and for all ancillary services allocated to the Electrical Load (as defined in the RNA), associated with the load assets, as required by NEPOOL rules and/or the ISO New England, Inc. ("ISO") rules or their successors. FG&E shall be responsible for providing and paying for the transmission of the power across NEPOOL PTF and for all ancillary services allocated to the Network Load (as defined in the NEPOOL OATT), associated with the load assets. The specific requirements regarding the provision of energy, capacity and ancillary services by the supplier, and regarding the provision of transmission service by FG&E are detailed in the proposed EEI Confirm in Appendix B (under "Product")

description) and in the proposed DS Contract in Appendix C (Section 1.3.1, Power Supply Obligations).

FG&E will report Default Service loads associated with load asset 1737 (Small Customer Group), load asset 10693 (Medium Customer Group) and load asset 1095 (Large Customer Group) to ISO-NE on a daily basis in accordance with the reporting practices in New England. The load reported for Default Service customers will incorporate appropriate load allocation and estimation techniques and available meter readings for customers receiving Default Service from FG&E. Month end adjustments, based on customer meter readings, will be made to loads approximately 45 days after each month. Such adjustments will be priced at the contract price in effect for the month the load was served.

Renewable Energy Portfolio Standards

The Massachusetts Act required the Division of Energy Resources (“DOER”) to establish a Renewable Energy Portfolio Standard (“RPS”) for all retail electricity suppliers selling electricity to end-use consumers in Massachusetts. Implementation of the RPS began on January 1, 2003 and requires FG&E to demonstrate compliance with RPS regulations. FG&E intends to acquire Renewable Energy Certificates (“RECs”) under a separate process and therefore the service sought via this RFP does not include the provision of RECs for RPS compliance. However, the winning suppliers will be required to transfer the certificates obligation associated with the Default Service load it serves to FG&E’s NEPOOL GIS account so that FG&E can demonstrate compliance with RPS regulations.

V. Proposal Requirements

Requested Information

Respondents to this RFP must provide the information identified in the Proposal Submission Form attached as Appendix A (please see “App_A_Submission_Form_2005-03.doc”). Respondents are asked to complete the submission form and return it to Rob Furino as indicated in Section III. Proposals should contain explanatory, descriptive and/or supporting materials as necessary.

Respondents will find that FG&E requests on its Proposal Submission Form that bidders indicate whether they will extend sufficient financial credit to FG&E to facilitate the transactions sought. FG&E has included with this RFP a copy of its most recent financials (see “FG&E Financials_2005-03.zip”). FG&E has proposed security terms in the EEI Cover Sheet and the DS Contract, Appendix C and Appendix D, respectively. Respondents are asked to indicate the financial security requirements they propose, along with any proposed contract modifications they propose. Proposed contract language is requested in a reviewable and editable fashion, such as the revision marking features of Microsoft Word. Respondents are also asked to indicate whether they agree that the resulting contract is subject to MDTE approval of supporting retail rates as sought by FG&E.

FG&E will treat all information received from Respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than to evaluate the Respondent's ability to provide the services sought in this RFP.

Proposed Pricing

Respondents must specify the prices, in ¢/kWh, at which they will provide Default Service for each customer group they are bidding to serve. Proposed prices may vary by calendar month and by customer group, but must be uniform for the entire calendar month and must cover the entire supply obligation period sought for each customer group the Respondent is bidding to serve. Purchases will be made on an "as-delivered" energy basis with prices stated on a fixed ¢/kWh basis for all kWh reported to the ISO for Load Assets 1737 (Small Customer Group), 10693 (Medium Customer Group) or Load Asset 1095 (Large Customer Group). No maximum price is specified; however the resulting retail rates are subject to the review and acceptance of the MDTE.

Due to the continued litigation of final rules for the locational capacity (LICAP) market, FG&E will be entertaining bids both including LICAP costs and excluding LICAP costs, beginning January 2006 through and including May 2006.

If the selected bid excludes LICAP costs, then beginning January 2006 and continuing through May 2006 for Load Assets 1737 (Small Customer Group) and 10693 (Medium Customer Group) the monthly prices shall exclude all costs associated with meeting any installed or unforced capacity requirements associated with each of the Load Assets.

The payment from Buyer to Seller beginning January 2006 and continuing through May 2006 shall include compensation for the provision of capacity requirements which shall equal the positive difference between (1) the out-of-pocket actual costs paid by Seller to meet Seller's monthly installed capacity, unforced capacity, locational installed capacity, or locational unforced capacity obligation under this Agreement (the "MC Obligation" (with the units of measurements of the MC Obligations (such as kW or MW) referred to herein as the "Units")); provided however, Buyer shall have no obligation to pay Seller an amount in excess of the amount equal to the product of the MC Obligation and (A) for any month in which the ISO capacity market uses a demand curve in the ISO spot auction, the per-Unit capacity payment, which payment shall be determined by the ISO spot auction capacity clearing price plus any adjustments by the ISO including those adjustments resulting from, attributable to or associated with any applicable price caps, inframarginal revenue/rent adjustments and resource availability adjustments, or (B) for any month in which the ISO capacity market does not use a demand curve, the ISO supply auction clearing price; and (2) any credits received by Seller associated with the MC Obligation, including any credits associated with Capacity Transfer Rights (CTRs).

If the selected bid excludes LICAP costs then, beginning January 2006, the Buyer and Seller may also mutually agree to a fixed price per Unit of MC Obligation for those future months, for which capacity obligations have not been settled by the ISO.

Proposals that contain time of use pricing, other forms of variable pricing, quantity restrictions, demand charges, or other fixed charges will be rejected.

Bidder Requirements

In order to secure reliable, low cost Default Service for its customers, FG&E wishes to include all qualified power suppliers interested in this solicitation.

Bidders must have access to the NEPOOL settlement process for the entire term of the sale, either as a Participant in NEPOOL or via arrangements with a Participant to utilize their settlement process.

Respondents must establish complete contract language, including financial security arrangements, with FG&E prior to submission of final pricing.

VI. Evaluation Criteria

The principal criteria to be used in evaluating proposals will include, but may not be limited to:

- Lowest evaluated bid price over the supply obligation period;
- Financial and operational viability of the power supplier, including the establishment of mutually acceptable financial security arrangements; and
- Responsiveness to non-price requirements including the reasonable extension of financial credit to FG&E and agreement that the proposed transaction is subject to MDTE approval of retail rates as sought by FG&E to cover the cost of the transaction.

Respondent pricing will be evaluated by weighting the fixed monthly pricing according to the Evaluation Loads for each customer group provided in the file named "Evaluation_Loads_2005-03.xls" as described at the end of Section II.

RESPONDENT: _____

FG&E Default Service RFP
Proposal Submission Form
Due Wed, April 13, 2005

APPENDIX A: PROPOSAL SUBMISSION FORM

RESPONDENT: _____

1. General Information

Name of Respondent	
Name of Parent or Guarantor (if any)	
Principal contact person - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Secondary contact person (if any) - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Legal status of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State of incorporation, residency or organization	
The names of all general and limited partners (if Respondent is a partnership)	

RESPONDENT: _____

FG&E Default Service RFP
Proposal Submission Form
Due Wed, April 13, 2005

Description of Respondent and all relevant affiliated entities and joint ventures	
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2. Financial Information

Please provide the following for Respondent and for Parent or Guarantor (if any)	Respondent	Parent or Guarantor
Current debt ratings, including names of rating agencies and dates of ratings. If entity is not rated, please indicate.		
Date last fiscal year ended.		
Total revenue for the most recent fiscal year.		
Total net income for the most recent fiscal year.		
Total assets as of the close of the previous fiscal year.		
DUNS Number and Federal Tax ID.		
Please provide a copy of the most recent financials including balance sheet, income statement and cash flow statement.		

RESPONDENT: _____

3. Defaults and Adverse Situations

<p>Describe, in detail, any situation in which Respondent (either alone or as part of a joint venture), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to deliver energy and/or capacity at wholesale within the past five years.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event described.</p> <p>Please also identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.</p>	
<p>Describe any facts presently known to Respondent that might adversely affect its ability to provide the service(s) bid herein as provided for in the Request for Proposals.</p>	

4. NEPOOL and Power Supply Experience

<p>Is Respondent a member of NEPOOL?</p>	
<p>Please list Respondent's NEPOOL Participant ID.</p>	
<p>If Respondent is NOT a NEPOOL member, list the name and Participant ID of the NEPOOL member who will carry Respondent's obligations in its settlement account. Please provide a supporting statement and contact information from such member.</p>	

RESPONDENT: _____

Describe Respondent's experience and record of performance in the areas of power marketing, brokering, sales, and/or contracting, for the last five years within NEPOOL and/or the New England region.	
Has Respondent previously provided Default Service to FG&E? If "YES", no references are needed. If "NO", please provide references as requested below. ----- Provide three references (name, title and contact information) who have contracted with the Respondent for load-following services or who can attest to Respondent's ability in the areas of power supply portfolio management within the past 2 years.	YES or NO ----- 1. 2. 3.

5. Non Price Terms

Does Respondent extend sufficient financial credit to FG&E to facilitate the transaction sought via this RFP?	YES or NO
Please indicate what, if any, financial security requirements Respondent has of FG&E in order to secure the extension of credit. Please attach any proposed contractual language.	
Does Respondent agree that the obligations of both parties are subject to and conditioned upon the Massachusetts DTE's approval of the retail rates derived from the transaction sought in this solicitation?	YES or NO

RESPONDENT: _____

<p>Please list all regulatory approvals required before service can commence.</p>	
<p>Please indicate contractual preference:</p> <p>(A) Respondent has previously contracted with FG&E to provide Default Service and prefers to use a prior contract or EEI confirm as the basis for establishing contract terms for this transaction.</p> <p>(B) Respondent prefers to execute a new EEI Master Agreement and to provide service under terms substantially similar to those in the <u>Transaction Confirmation Letter</u> ("Confirm") contained in Appendix B. FG&E's EEI cover sheet information is included as Appendix D.</p> <p>(C) Respondent prefers to execute a power contract substantially similar to the <u>Default Service Power Contract</u> ("Contract") contained in Appendix C.</p>	<p>(A) PRIOR CONTRACT OR EEI</p> <p>(B) EEI and CONFIRM, App B & App D</p> <p>(C) DS POWER CONTRACT, App C</p>
<p>Please provide any proposed modifications to the preferred form of contract indicated above. If using a prior contract, please provide a copy.</p> <p>Please briefly list issues here and provide proposed changes to the language in the document in revision marking as appropriate.</p>	

RESPONDENT: _____

6. INDICATIVE PRICING

Small Customer Group			
(Rates RD-1, RD-2, GD-1)			
Month	Pct of Load Asset 1737	Bid Prices (¢/kWh)	
Jun05	50%		
Jul-05	50%		
Aug-05	50%		
Sep-05	50%		
Oct-05	50%		
Nov-05	50%		
Dec-05	50%		
		No LICAP	Incl. LICAP
Jan-06	50%		
Feb-06	50%		
Mar-06	50%		
Apr-06	50%		
May-06	50%		

Medium Customer Group			
(Rates GD-2, GD-4, GD-5, SD)			
Month	Pct of Load Asset 10693	Bid Prices (¢/kWh)	
Jun05	50%		
Jul-05	50%		
Aug-05	50%		
Sep-05	50%		
Oct-05	50%		
Nov-05	50%		
Dec-05	50%		
		No LICAP	Incl. LICAP
Jan-06	50%		
Feb-06	50%		
Mar-06	50%		
Apr-06	50%		
May-06	50%		

Large Customer Group (Rates GD-3)

Month	Percent of Load Asset 1095	Bid Prices (¢/kWh)
Jun05	100%	
Jul-05	100%	
Aug-05	100%	

Notes:

- **Bid prices for January 2006 through May 2006 may include or exclude the provision of LICAP. Respondents may provide bids both including and excluding LICAP.**
- The indicative pricing submitted here is subject to the terms of the Default Service Request for Proposals issued by FG&E on March 30, 2005.
- A single winning bidder will be chosen to serve each customer group for the periods sought.
- The kWh price should be in format of: "3.90" cents, "4.50" cents, etc.
- FG&E will not accept bids that contain time of use pricing, other forms of variable pricing, quantity restrictions, demand charges, or other fixed charges.
- Local distribution losses from the delivery point to customers' meters are included in the quantity of service and should not be priced separately.
- The pricing should not reflect the provision of Renewable Energy Credits (RECs) needed to comply with the Renewable Portfolio Standards (RPS) established in Massachusetts.

RESPONDENT: _____

7. FINAL PRICING

Small Customer Group			
(Rates RD-1, RD-2, GD-1)			
Month	Pct of Load Asset 1737	Bid Prices (¢/kWh)	
Jun05	50%		
Jul-05	50%		
Aug-05	50%		
Sep-05	50%		
Oct-05	50%		
Nov-05	50%		
Dec-05	50%		
		No LICAP	Incl. LICAP
Jan-06	50%		
Feb-06	50%		
Mar-06	50%		
Apr-06	50%		
May-06	50%		

Medium Customer Group			
(Rates GD-2, GD-4, GD-5, SD)			
Month	Pct of Load Asset 10693	Bid Prices (¢/kWh)	
Jun05	50%		
Jul-05	50%		
Aug-05	50%		
Sep-05	50%		
Oct-05	50%		
Nov-05	50%		
Dec-05	50%		
		No LICAP	Incl. LICAP
Jan-06	50%		
Feb-06	50%		
Mar-06	50%		
Apr-06	50%		
May-06	50%		

Large Customer Group (Rates GD-3)

Month	Percent of Load Asset 1095	Bid Prices (¢/kWh)
Jun05	100%	
Jul-05	100%	
Aug-05	100%	

Notes:

- **Bid prices for January 2006 through May 2006 may include or exclude the provision of LICAP. Respondents may provide bids both including and excluding LICAP.**
- The indicative pricing submitted here is subject to the terms of the Default Service Request for Proposals issued by FG&E on March 30, 2005.
- A single winning bidder will be chosen to serve each customer group for the periods sought.
- The kWh price should be in format of: "3.90" cents, "4.50" cents, etc.
- FG&E will not accept bids that contain time of use pricing, other forms of variable pricing, quantity restrictions, demand charges, or other fixed charges.
- Local distribution losses from the delivery point to customers' meters are included in the quantity of service and should not be priced separately.
- The pricing should not reflect the provision of Renewable Energy Credits (RECs) needed to comply with the Renewable Portfolio Standards (RPS) established in Massachusetts.

APPENDIX B: EEI TRANSACTION CONFIRMATION LETTER

MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER

This Confirmation Letter shall confirm the Transaction agreed to on April 19, 2005) between Fitchburg Gas and Electric Light Company ("FG&E" or "Party A") and _____ ("Seller" or "Party B") regarding the sale/purchase of the Product under the terms and conditions as follows:

Seller: _____

Buyer: FG&E

Product:

☒ Firm (LD)

It is understood that Seller's obligations hereunder are Firm (LD) and Seller accordingly shall provide firm, load-following power for delivery to ultimate customers taking service under Buyer's Default Service tariff. The obligations and responsibilities associated with providing service under this Transaction shall be transferred to Seller via an Ownership Share (as defined in the Restated New England Power Pool ("NEPOOL") Agreement ("RNA")) for Load Asset (as defined in the RNA), utilizing the NEPOOL Asset Registration Process (as defined in the NEPOOL Manual for Definitions and Abbreviations Manual M-35 ("Manual M-35")), for the percentage share of the Load Asset(s) listed under Contract Quantity ("Default Service Load Assets").

Seller shall be responsible for providing and paying for all energy, capacity and ancillary services, allocated to the Electrical Load (as defined in the RNA), and associated with the Default Service Load Asset(s), as required by NEPOOL rules and/or the ISO New England, Inc. ("ISO") rules or their successors. Buyer shall be responsible for providing and paying for the transmission of the power across NEPOOL PTF (as defined in the Restated NEPOOL Open Access Transmission Tariff ("NEPOOL OATT")) and any ancillary services, allocated to the Network Load (as defined in the NEPOOL OATT) associated with the Default Service Load Asset(s).

If NEPOOL and/or ISO rules are changed after the date of this Confirmation Letter, which change the allocation of currently existing charges from Electrical Load to Network Load, then the Seller shall compensate FG&E for such charges, associated with the Default Service Load Asset(s). If NEPOOL and/or ISO rules are changed after the date of this Confirmation Letter, which change the allocation of currently existing charges from Network Load to Electrical Load, then FG&E shall compensate the Seller for such charges. If NEPOOL and/or ISO rules are changed after the date of this Confirmation Letter, which create new charges, associated with the Default Service Load Asset(s), then the Seller shall pay such new charges, if allocated to the Seller, and FG&E shall pay such new charges, if allocated to FG&E.

Provision of energy includes, but is not limited to the following. Seller is responsible for all components of Locational Marginal Prices (as defined in NEPOOL Market Rule 1 (“MR 1”)) including the Energy Component, Loss Component, and Congestion Component (each as defined in MR 1) in both the DayAhead Energy Market and Real-Time Energy Market (each as defined in MR 1). Currently, the energy obligation, associated with the Default Service Load Asset(s), is settled at the West Central Massachusetts Load Zone (as defined in MR 1). In the event that NEPOOL implements nodal settlement of load obligations of the Day-Ahead and Real-Time Energy Markets, Seller is responsible for Day-Ahead Energy Market charges and RealTime Energy Market charges at the node, where the Default Service Load Asset(s) is (are) settled. Seller shall also be responsible for Emergency Energy (as defined in M35) charges or revenues and any Inadvertent Energy Charges or Credits (as defined in M35).

Provision of capacity includes, but is not limited to the following. Seller is responsible for any ICAP Market (as defined in NEPOOL Manual M20) charges, associated with the Default Service Load Asset(s). Currently, the ICAP obligation, associated with the Default Service Load Asset(s), can be satisfied with any resource in the NEPOOL control-area. In the event that NEPOOL implements Locational ICAP, then the Seller will be responsible for providing ICAP at the location, required to meet the ICAP obligation, associated with the Default Service Load Asset(s).

Provision of ancillary services, required of the Seller, includes, but is not limited to Regulation, Operating Reserves, Forward Operating Reserves (each as defined in M35), and any transmission dispatch or power administration services, as may be allocated to Electrical Load in accordance with NEPOOL and ISO rules. If NEPOOL implements Locational Operating Reserves, then the Seller shall be responsible for providing the Operating Reserves at the location, required to meet the Operating Reserve obligation, associated with the Default Service Load Asset(s).

Provision of transmission across NEPOOL PTF, required of FG&E, includes, but is not limited to taking Regional Network Service under the NEPOOL Open Access Transmission Tariff and taking Network Integration Transmission Service under the New England Power Company Open Access Transmission Tariff. Provision of ancillary services, required by the Buyer, includes, but is not limited to any transmission dispatch or power administration services, as may be allocated to Network Load in accordance with NEPOOL and ISO rules.

Contract Quantity:

As a load-following Transaction, the Contract Quantity will be the hourly loads reported by Buyer associated with the Load Asset(s) listed below, which represent the loads of ultimate customers taking service under Buyer’s Default Service Tariff:

Load Asset 1737- Buyer’s Small Customer Group taking Default Service, include rate classes RD-1, RD-2 and GD-1. From June 1, 2005 hour ending (“HE”) 0100 through May 31, 2006, HE 2400, sales under this Confirmation Letter shall include 50% of the hourly loads reported by Buyer for Load Asset 1737.

- and/or -

Load Asset 10693 – Buyer’s Medium Customer Group taking Default Service, including rate classes GD-2, GD-4, GD-5 and SD. From June 1, 2005, Hour Ending (“HE”) 0100 through May 31, 2006, HE 2400, sales under this Confirmation Letter shall include 50% of the hourly loads reported by Buyer for Load Asset 10693.

- and/or -

Load Asset 1095 - Buyer’s Large Customer Group taking Default Service, including rate class GD-3. From June 1, 2005, HE 0100 through August 31, 2005, HE 2400, sales under this Confirmation Letter shall include 100% of the hourly loads reported by Buyer for Load Asset 1095.

Buyer shall estimate the total hourly loads associated with the above Default Service Load Asset(s) based upon typical load profiles developed for each customer rate class, actual metered data as available and Buyer’s actual total hourly system load, as metered at Flag Pond, the interconnection between FG&E and the New England Power Company transmission system. Buyer shall use commercially reasonable efforts to report to both ISO and Seller the amount of the estimated hourly loads, as metered at Flag Pond, by 1300 hours of the second following Business Day, or at such other time as may be required by NEPOOL or the ISO. Within 45 days after the end of each month, or at such other time as may be required by NEPOOL or the ISO, Buyer shall reestimate the hourly loads based upon actual metered data for the given month and report such revised hourly estimates to both ISO and Seller for such month. The hourly load adjustments shall be priced at the Contract Price in effect during the month Product was delivered.

Delivery Point:

Each component of Product (energy, capacity, and ancillary services) sold pursuant to this Confirmation Letter is to be delivered as described in the Product section of this Confirmation Letter.

Contract Price:

The monthly Contract Prices, listed below, shall be multiplied by the monthly volume, as metered at Flag Pond using the estimation process described under Contract Quantity, associated with the Default Service Load Asset(s).

[bracketed section optional – to be used if winning bid excludes LICAP costs]

[Beginning January 2006 and continuing through May 2006, for each Default Service Load Asset listed below, the Contract Price, shall exclude all costs associated with meeting any installed or unforced capacity requirements associated with each Default Service Load Asset. In addition to amounts due under this Contract Price for any months that exclude the provision of LICAP, payment from Buyer to Seller shall also include compensation for the provision of capacity requirements which shall equal the positive

difference between (1) the out-of-pocket actual costs paid by Seller to meet Seller's monthly installed capacity, unforced capacity, locational installed capacity, or locational unforced capacity obligation under this Agreement (the "MC Obligation" (with the units of measurements of the MC Obligations (such as kW or MWs) referred to herein as the "Units")); provided however, Buyer shall have no obligation to pay Seller an amount in excess of the amount equal to the product of the MC Obligation and (A) for any month in which the ISO capacity market uses a demand curve in the ISO spot auction, the per-Unit capacity payment, which payment shall be determined by the ISO spot auction capacity clearing price plus any adjustments by the ISO including those adjustments resulting from, attributable to or associated with any applicable price caps, inframarginal revenue/rent adjustments and resource availability adjustments; or (B) for any month in which the ISO capacity market does not use a demand curve, the ISO supply auction clearing price; and (2) any credits received by Seller associated with the MC Obligation including any credits associated with Capacity Transfer Rights (CTRs)

If contract prices for the period beginning January 2006 through May 2006 do not include the provision of LICAP, the Buyer and the Seller may mutually agree to a fixed price per Unit of MC Obligation for those future months, for which capacity obligations have not been settled by the ISO.]

\$/MWh for Small Customer Group / Load Asset 1737

June 2005	\$ _____	50% of Load Asset 1737
July 2005	\$ _____	50% of Load Asset 1737
August 2005	\$ _____	50% of Load Asset 1737
September 2005	\$ _____	50% of Load Asset 1737
October 2005	\$ _____	50% of Load Asset 1737
November 2005	\$ _____	50% of Load Asset 1737
December 2005	\$ _____	50% of Load Asset 1737
January 2006	\$ _____	50% of Load Asset 1737
February 2006	\$ _____	50% of Load Asset 1737
March 2006	\$ _____	50% of Load Asset 1737
April 2006	\$ _____	50% of Load Asset 1737
May 2006	\$ _____	50% of Load Asset 1737

- and/or -

\$/MWh for Medium Customer Group / Load Asset 10693

June 2005	\$ _____	50% of Load Asset 10693
July 2005	\$ _____	50% of Load Asset 10693
August 2005	\$ _____	50% of Load Asset 10693
September 2005	\$ _____	50% of Load Asset 10693
October 2005	\$ _____	50% of Load Asset 10693

November 2005	\$ _____	50% of Load Asset 10693
December 2005	\$ _____	50% of Load Asset 10693
January 2006	\$ _____	50% of Load Asset 10693
February 2006	\$ _____	50% of Load Asset 10693
March 2006	\$ _____	50% of Load Asset 10693
April 2006	\$ _____	50% of Load Asset 10693
May 2006	\$ _____	50% of Load Asset 10693

- and/or -

\$/MWh for Large Customer Group / Load Asset 1095

June 2005	\$ _____	100% of Load Asset 1095
July 2005	\$ _____	100% of Load Asset 1095
August 2005	\$ _____	100% of Load Asset 1095

Delivery Period(s):

For the Small Customer Group / Load Asset 1737: Hour Ending ("HE") 0100 June 1, 2005 through HE 2400 May 31, 2006.

- and/or -

For the Medium Customer Group / Load Asset 10693: Hour Ending ("HE") 0100 June 1, 2005 through HE 2400 May 31, 2006.

- and/or -

For the Large Customer Group / Load Asset 1095: HE 0100 June 1, 2005 through HE 2400 August 31, 2005.

Special Conditions:

It is understood that Seller is a member of NEPOOL and is a signatory to the NEPOOL Agreement or has made arrangements with a NEPOOL Participant to provide settlement services for the duration of the Transaction set forth in this Confirmation Letter. The provision of Product under this Transaction is subject to the provisions of the NEPOOL Agreement.

The obligations of FG&E and Seller under this Confirmation Letter are subject to and conditioned upon FG&E securing the Massachusetts DTE's approval of the retail rates pursuant to this Transaction, which FG&E will use its best efforts to obtain. FG&E will immediately send written notice to Seller as soon as it is notified by the Massachusetts DTE that the retail rates have been either approved or rejected.

Scheduling:

Seller shall have all scheduling and bidding rights and obligations associated with Load Serving Entities under the RNA for the Default Service Load Asset(s) served pursuant to this Confirmation Letter.

Seller shall transfer the Certificates Obligation (as defined in the NEPOOL Generation Information System Operating Procedures), associated with the Default Service Load Asset(s) into FG&E's NEPOOL Generation Information System Account. FG&E is obligated to confirm this transfer in the NEPOOL Generation Information System.

This Confirmation Letter is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated _____ (the "Master Agreement") between FG&E and Seller, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Fitchburg Gas and Electric Light Company

[Party B]

Name: _____

Name: _____

Title: _____

Title: _____

Phone No: _____

Phone No: _____

Fax: _____

Fax: _____

APPENDIX C: DEFAULT SERVICE POWER CONTRACT

**DEFAULT SERVICE POWER CONTRACT BETWEEN
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY (“FG&E”)
AND
(DEFAULT SERVICE SUPPLIER)**

ARTICLE 1

General Terms and Conditions

1.1 General Purpose

This Default Service Power Contract (the “Power Contract”) dated as of (*April 22, 2005*) is by and between Default Service Supplier (the “Seller”) and Fitchburg Gas and Electric Light Company (“FG&E”, the “Buyer”). Pursuant to this Power Contract, Seller will supply firm full requirements service as necessary to serve the Buyer’s Default Service loads associated with the percentage share of the Load Asset(s) listed in Section 1.2 during the term of this Power Contract.

1.2 Availability and Term

Sales under this Power Contract by Seller are available to Buyer only for resale to retail customers who are taking service from Buyer under Buyer’s retail Default Service tariff, whose loads are reported to NEPOOL under the following Load Assets for each customer group.

Load Asset 1737- Buyer’s Small Customer Group taking Default Service, include rate classes RD 1, RD-2 and GD-1. From June 1, 2005 hour ending (“HE”) 0100 through May 31, 2006, HE 2400, sales under this Confirmation Letter shall include 50% of the hourly loads reported by Buyer for Load Asset 1737.
- and/or -

Load Asset 10693 – Buyer’s Medium Customer Group taking Default Service, including rate classes GD-2, GD-4, GD-5 and SD. From June 1, 2005, Hour Ending (“HE”) 0100 through May 31, 2006, HE 2400, sales under this Confirmation Letter shall include 50% of the hourly loads reported by Buyer for Load Asset 10693.
- and/or -

Load Asset 1095 - Buyer’s Large Customer Group taking Default Service, including rate class GD 3. From June 1, 2005, HE 0100 through August 31, 2005, HE 2400, sales under this Confirmation Letter shall include 100% of the hourly loads reported by Buyer for Load Asset 1095.

This Power Contract will terminate of its own accord on [August 31, 2005 or May 31, 2006] and may not be terminated prior to that date by either the Buyer or the Seller, except as specified in Section 1.12. Its terms shall remain in effect beyond such termination date in order to complete billing and payment of any transaction occurring during the term of this Power Contract.

1.3 Obligations of the Parties

1.3.1 Power Supply Obligations

Seller shall provide firm, loadfollowing power for delivery to ultimate customers taking service under Buyer's Default Service tariff. The obligations and responsibilities associated with providing service under this Power Contract shall be transferred to Seller via an Ownership Share (as defined in the Restated New England Power Pool ("NEPOOL") Agreement ("RNA")) for Load Asset (as defined in the RNA), utilizing the NEPOOL Asset Registration Process (as defined in the NEPOOL Manual for Definitions and Abbreviations Manual M35 ("Manual M-35")), for the percentage share of the Load Asset(s) listed under Availability and Term ("Default Service Load Assets").

Seller shall be responsible for providing and paying for all energy, capacity and ancillary services, allocated to the Electrical Load (as defined in the RNA), associated with the Default Service Load Asset(s), as required by NEPOOL rules and/or the ISO New England, Inc. ("ISO") rules or their successors. Buyer shall be responsible for providing and paying for the transmission of the power across NEPOOL PTF (as defined in the Restated NEPOOL Open Access Transmission Tariff ("NEPOOL OATT")) and any ancillary services, allocated to the Network Load (as defined in the NEPOOL OATT), associated with the Default Service Load Asset(s).

If NEPOOL and/or ISO rules are changed after the date of this Power Contract, which change the allocation of currently existing charges from Electrical Load to Network Load, then the Seller shall compensate FG&E for such charges, associated with the Default Service Load Asset(s). If NEPOOL and/or ISO rules are changed after the date of this Power Contract, which change the allocation of currently existing charges from Network Load to Electrical Load, then FG&E shall compensate the Seller for such charges. If NEPOOL and/or ISO rules are changed after the date of this Power Contract, which create new charges, associated with the Default Service Load Asset(s), then the Seller shall pay such new charges, if allocated to the Seller, and FG&E shall pay such new charges, if allocated to FG&E.

Provision of energy includes, but is not limited to the following. Seller is responsible for all components of Locational Marginal Prices (as defined in NEPOOL Market Rule 1 ("MR 1")) including the Energy Component, Loss Component, and Congestion Component (each as defined in MR 1) in both the Day Ahead Energy Market and Real-Time Energy Market (each as defined in MR 1). Currently, the energy obligation, associated with the Default Service Load Asset(s), is settled at the West Central Massachusetts Load Zone (as defined in MR 1). In the event that NEPOOL implements nodal settlement of load obligations of the Day Ahead and Real-Time Energy Markets, Seller is responsible for Day Ahead Energy Market charges and Real-Time Energy Market charges at the node, where the Default Service Load Asset(s) is (are) settled. Seller shall also be responsible for Emergency Energy (as defined in M35) charges or revenues and any Inadvertent Energy Charges or Credits (as defined in M35).

Provision of capacity includes, but is not limited to the following. Seller is responsible for any ICAP Market (as defined in NEPOOL Manual M20) charges, associated with the Default Service Load Asset(s). Currently, the ICAP obligation, associated with the

Default Service Load Asset(s), can be satisfied with any resource in the NEPOOL control area. In the event that NEPOOL implements Locational ICAP, then the Seller will be responsible for providing ICAP at the location, required to meet the ICAP obligation, associated with the Default Service Load Asset(s).

Provision of ancillary services, required of the Seller, includes, but is not limited to Regulation, Operating Reserves, Forward Reserves (each as defined in M-35), and any transmission dispatch or power administration services, as may be allocated to Electrical Load in accordance with NEPOOL and ISO rules. If NEPOOL implements Locational Operating Reserves, then the Seller shall be responsible for providing the Operating Reserves at the location, required to meet the Operating Reserve obligation, associated with the Default Service Load Asset(s).

Provision of transmission across NEPOOL PTF, required of FG&E, includes, but is not limited to taking Regional Network Service under the NEPOOL Open Access Transmission Tariff and taking Network Integration Transmission Service under the New England Power Company Open Access Transmission Tariff. Provision of ancillary services, required by the Buyer, includes, but is not limited to any transmission dispatch or power administration services, as may be allocated to Network Load in accordance with NEPOOL and ISO rules.

1.3.2 Load Reporting Obligations

Buyer shall estimate the total hourly loads associated with the Default Service Load Asset(s) based upon typical load profiles developed for each customer rate class, actual metered data as available and Buyer's actual total hourly system load, as metered at Flag Pond, the interconnection between FG&E and the New England Power Company transmission system. Buyer shall use commercially reasonable efforts to report to both ISO and Seller the amount of the estimated hourly loads, as metered at Flag Pond, by 1300 hours of the second following Business Day, or at such other time as may be required by NEPOOL or the ISO. Within 45 days after the end of each month, or at such other time as may be required by NEPOOL or the ISO, Buyer shall reestimate the hourly loads based upon actual metered data for the given month and report such revised hourly estimates to both ISO and Seller for such month. The hourly load adjustments shall be priced at the Contract Price in effect during the month Product was delivered.

1.3.3 Scheduling Obligations

Seller shall have all scheduling and bidding rights and obligations associated with Load Serving Entities under the RNA for the Default Service Load Asset(s) served pursuant to this Power Contract.

Seller shall transfer the Certificates Obligation (as defined in the NEPOOL Generation Information System Operating Procedures), associated with the Default Service Load Asset(s) into FG&E's NEPOOL Generation Information System Account. FG&E is obligated to confirm this transfer in the NEPOOL Generation Information System.

1.4 Rights and Approvals

The obligations of FG&E and Seller under this Power Contract are subject to and conditioned upon FG&E securing the Massachusetts DTE's approval of the retail rates pursuant to this Power Contract, which FG&E will use its best efforts to obtain. FG&E will immediately send written notice to Seller as soon as it is notified by the Massachusetts DTE that the retail rates have been either approved or rejected.

1.5 Delivery Point

The Delivery Point of each component of the load-following power (energy, capacity, and ancillary services) shall be delivered as described in 1.3.1 Power Supply Obligations of this Power Contract.

1.6 Dispatch

It is understood that the Seller is a member of the New England Power Pool ("NEPOOL") and is a signatory to the NEPOOL Agreement or has made an arrangement with a NEPOOL Participant to provide settlement services for the duration of this Power Contract. This Power Contract is subject to the provisions of the NEPOOL Agreement. The dispatch provisions shall be in accordance with the NEPOOL Agreement, as amended from time to time.

1.7 Billings and Payment

All bills shall be rendered on the tenth day of the following month in such reasonable detail as the Buyer may request. All bills shall be due and payable within ten (10) days of presentation. In the event of a dispute as to the amount of any bill, the Buyer will notify the Seller of the amount in dispute, and the Buyer will pay to the Seller the entire amount of the bill, including the disputed amount. The Seller shall refund, with simple interest at the rate described in paragraph (c), any portion of the disputed amount ultimately found to be incorrect. In the event adequate billing data are not available, bills may be rendered on an estimated basis subject to prompt corrective adjustment when such data are received.

The Buyer shall not have the right to challenge any bill, invoice or statement or bring any court or administrative action of any kind questioning the same or seeking refunds after a period of 12 months from the date it is rendered. In the case of a bill, invoice, or statement containing estimates, the Buyer shall not have the right to challenge its accuracy after a period of 12 months from the date it is adjusted to reflect the actual amounts due.

When all or part of any bill shall remain unpaid for more than ten (10) days from receipt by the Buyer, the Buyer shall pay to the Seller simple interest at two percent over the then prime rate offered by Bank of America, its successors or assigns, with such interest to be computed on the unpaid amount from the date of rendering to the date final payment is received.

1.8 Indemnification

Each party shall indemnify and save the other party harmless from and against all costs and damages incurred by reason of bodily injury, death, or damage to property caused by, or sustained

on, each of its own facilities. However, each of the parties shall be solely responsible for, and shall bear all costs of claims by its own employees, contractors, or agents, no matter where such event occurs, and each of the parties shall be solely responsible for, and shall bear all costs of claims by its own employees, contractors or agents arising under, and covered by, any workmen's compensation law.

1.9 Force Majeure

The Seller and the Buyer shall use due diligence to perform their obligations under this Power Contract, but conditions may arise which prevent or delay performance by a party because of causes beyond that party's reasonable control including, without limiting the generality of the foregoing, flood, earthquake, fire, explosion, epidemic, war, riot, civil disturbance, labor trouble, strike, sabotage, and restraints by court or public authority which by exercise of due diligence and foresight a party could not be expected to avoid. If a party is rendered unable to fulfill any obligations by reason of such causes, it shall be excused from performing to the extent it is prevented or delayed from so doing, but shall exercise due diligence to correct such inability with all reasonable dispatch, and shall not be liable for injury, damage, or loss resulting from such inability. However, settlement of strikes and labor disturbances shall be wholly within the discretion of the affected party. In no event will economic hardship be construed as a force Majeure event.

1.10 Dispute Resolution

The Seller and the Buyer shall attempt in good faith to resolve any disputes that may arise under this Power Contract. In the event that the Seller and the Buyer are unable to resolve any such dispute within 30 days of the date on which the dispute arises, they shall have recourse to mediation, arbitration, or other alternative dispute resolution device of their mutual selection. If the parties cannot agree on an alternative dispute resolution device, they shall submit the dispute to arbitration. Any arbitration shall be by a single arbitrator selected by the parties.

1.11 Assignment

This Power Contract for the sale and purchase of capacity, energy and ancillary services shall inure to the benefit of, and shall bind the successors of the parties thereto, but shall not be assignable without the written consent of the other party, which consent shall be at the sole discretion of such other party.

1.12 Security

Security will be in accordance with the NEPOOL Financial Assurances Policy ("FAP") as modified from time to time and the downgrade events specified below. As such, so long as each party complies with both the FAP and the specified downgrade event they will be considered in good financial standing. In the event that either party does not comply with both the FAP and the specified downgrade event prior to or at any time during the term of this Power Contract, then the compliant party may require the non-compliant party to provide performance assurance in an amount and form determined by the compliant party in a commercially reasonable manner. In the event the non-compliant party fails to provide such required performance assurance in an amount and form determined by the compliant party in a commercially reasonable manner within three (3)

business days of receipt of notice, then the compliant party may serve notice to the non-compliant party of intent to terminate this Power Contract within three (3) additional business days. If the required performance assurance is not provided during that term, and the non-compliant party remains non-compliant with either the FAP or the specified downgrade event, then the compliant party may terminate this Power Contract and calculate a termination payment that reflects the liquidation of all obligations under this Power Contract. The termination payment shall be made by the party that owes it within two (2) business days after which notice of the termination payment amount and request for payment is served.

For FG&E, it shall be a downgrade event if its Net Worth falls below \$25,000,000. Net Worth is the value obtained by aggregating the following Common Stock equity accounts: Common Stock, Premium on Common Stock, Additional Paid-in-capital, Capital Stock Expense and Retained Earnings. Such Net Worth shall be exclusive of Accumulated Other Comprehensive Income, derived from pension and benefit obligations.

For Seller, it shall be a downgrade event if [please propose downgrade event terms].

1.13 Communications

Any notice, demand or request provided for in this Power Contract shall be deemed to be properly given or made if set forth in writing and delivered, or sent by first class mail postage prepaid, by facsimile or electronic mail to FG&E or to the Default Service Supplier, to the contacts identified, at the addresses listed below:

To FG&E:
Mr. David K. Foote
Senior Vice President
Fitchburg Gas and Electric
Light Company
6 Liberty Lane West
Hampton, NH 03842-1720
Telephone: (603) 773-6430
Facsimile: (603) 773-6630
E-mail: foote@unitil.com

To Default Service Supplier:
Contact Name: _____
Contact Title: _____
Company Name: _____

Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

1.14 Effect of Federal and State Laws

The obligations of the Seller and the Buyer hereunder are subject to any present and future Federal and State laws, regulations, orders, or other regulations duly promulgated.

1.15 Applicable Laws

This Power Contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE II

Rate Provisions

2.1 Charges

(a) The Buyer shall pay monthly to the Seller the product of the monthly price per kWh listed in Section 2.2 below times by the monthly volume, as metered at Flag Pond using the estimation process described in 1.3.2 Load Reporting Obligations of this Power Contract, associated with the Default Service Load Asset(s).

[bracketed section optional – to be used if winning bid excludes LICAP costs] [(b) If Section 2.2 indicates that a monthly price excludes the cost of providing capacity for each of the Default Service Load Assets, then in addition to amounts due under Section 2.1(a), payment from Buyer to Seller shall also include compensation for the provision of capacity requirements which shall equal the positive difference between (1) the out-of-pocket actual costs paid by Seller to meet Seller's monthly installed capacity, unforced capacity, locational installed capacity, or locational unforced capacity obligation under this Agreement (the "MC Obligation" (with the units of measurements of the MC Obligations (such as kW or MWs) referred to herein as the "Units")); provided however, Buyer shall have no obligation to pay Seller an amount in excess of the amount equal to the product of the MC Obligation and (A) for any month in which the ISO capacity market uses a demand curve in the ISO spot auction, the per-Unit capacity payment, which payment shall be determined by the ISO spot auction capacity clearing price plus any adjustments by the ISO including those adjustments resulting from attributable to or associated with any applicable price caps, inframarginal revenue/rent adjustments and resource availability adjustments, or (B) for any month in which the ISO capacity market does not use a demand curve, the ISO supply auction clearing price; and (2) any credits received by Seller associated with the MC Obligation, including any credits associated with Capacity Transfer Rights (CTRs)

(c) If Section 2.1(b) is applicable, then the Buyer and the Seller may mutually agree to a fixed price per Unit of MC Obligation for those future months, for which capacity obligations have not been settled by the ISO.]

2.2 Monthly Default Service Contract Prices

For all loads served under the Default Service Load Asset(s) the firm requirements price shall be as follows. Note: Actual pricing will be according to the terms resulting from the RFP process.

[Beginning January 2006 and continuing through May 2006, or through such other date as may be established pursuant to Section 2.1(c), for each Default Service Load Asset listed below, the monthly prices, presented in this Section 2.2, shall exclude all costs associated with meeting any installed or unforced capacity requirements associated with each Default Service Load Asset. The payment due to Seller for the provision of capacity beginning January 2006 through May 2006, or through such other date as may be established pursuant to Section 2.1(c), of each Default Service Load Asset shall be in accordance with Section 2.1(b).]

\$/MWh for Small Customer Group / Load Asset 1737

June 2005	\$ _____	50% of Load Asset 1737
July 2005	\$ _____	50% of Load Asset 1737

August 2005	\$ _____	50% of Load Asset 1737
September 2005	\$ _____	50% of Load Asset 1737
October 2005	\$ _____	50% of Load Asset 1737
November 2005	\$ _____	50% of Load Asset 1737
December 2005	\$ _____	50% of Load Asset 1737
January 2006	\$ _____	50% of Load Asset 1737
February 2006	\$ _____	50% of Load Asset 1737
March 2006	\$ _____	50% of Load Asset 1737
April 2006	\$ _____	50% of Load Asset 1737
May 2006	\$ _____	50% of Load Asset 1737

- and/or -

\$/MWh for Medium Customer Group / Load Asset 10693

June 2005	\$ _____	50% of Load Asset 10693
July 2005	\$ _____	50% of Load Asset 10693
August 2005	\$ _____	50% of Load Asset 10693
September 2005	\$ _____	50% of Load Asset 10693
October 2005	\$ _____	50% of Load Asset 10693
November 2005	\$ _____	50% of Load Asset 10693
December 2005	\$ _____	50% of Load Asset 10693
January 2006	\$ _____	50% of Load Asset 10693
February 2006	\$ _____	50% of Load Asset 10693
March 2006	\$ _____	50% of Load Asset 10693
April 2006	\$ _____	50% of Load Asset 10693
May 2006	\$ _____	50% of Load Asset 10693

- and/or -

\$/MWh for Large Customer Group / Load Asset 1095

June 2005	\$ _____	100% of Load Asset 1095
July 2005	\$ _____	100% of Load Asset 1095
August 2005	\$ _____	100% of Load Asset 1095

IN WITNESS HEREOF, the parties have caused this Default Service Power Contract to be executed by their respective authorized officials.

FITCHBURG GAS AND ELECTRIC
LIGHT COMPANY

Date: _____

By: _____

Title: _____

("Default Service Supplier")

Date: _____

By: _____

Title: _____

APPENDIX D: PROPOSED EEI MASTER AGREEMENT COVER SHEET

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: _____ ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name: **FITCHBURG GAS AND ELECTRIC
LIGHT COMPANY** ("FG&E" or "Party A")

All Notices:

Street: 6 Liberty Lane West

City: Hampton, NH Zip: 03842

Attn: David K. Foote

Phone: (603) 773-6430

Facsimile: (603) 773-6630

Duns: 00-695-4317

Federal Tax ID Number: 04-132-8660

Invoices:

Attn: Accounts Payable

Phone: (603) 773-6526

Facsimile: (603) 773-6726

Scheduling:

Attn: Energy Contracts

Phone: (603) 773-6436

Facsimile: (603) 773-6636

Payments:

Attn: Finance and Administration

Phone: (603) 773-6502

Facsimile: (603) 773-6702

Wire Transfer:

BNK: Fleet Boston

ABA: 011000390

ACCT: 508-34594

Credit and Collections:

Attn: Finance and Administration

Phone: (603) 773-6496

Facsimile: (603) 773-6696

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Mark H. Collin, CFO and Treasurer

Phone: (603) 773-6612

Facsimile: (603) 773-6812

Name: ("Counterparty" or "Party B")

All Notices:

Street: _____

City: _____ Zip: _____

Attn: Contract Administration

Phone: _____

Facsimile: _____

Duns: _____

Federal Tax ID Number: _____

Invoices:

Attn: _____

Phone: _____

Facsimile: _____

Scheduling:

Attn: _____

Phone: _____

Facsimile: _____

Payments:

Attn: _____

Phone: _____

Facsimile: _____

Wire Transfer:

BNK: _____

ABA: _____

ACCT: _____

Credit and Collections:

Attn: _____

Phone: _____

Facsimile: _____

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: _____

Phone: _____

Facsimile: _____

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff: N/A Dated: _____ Docket Number: _____

Party B Tariff Tariff: _____ Dated: _____ Docket Number: _____

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

☐ Cross Default for Party A:

☐ Party A: _____ Cross Default Amount _____

☐ Other Entity: _____ Cross Default Amount \$ _____

☐ Cross Default for Party B:

☐ Party B: _____ Cross Default Amount \$ _____

☐ Other Entity: _____ Cross Default Amount \$ _____

5.6 Closeout Setoff

☒ Option A (Applicable if no other selection is made.)

☐ Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____

☐ Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

☒ Option A

☐ Option B Specify: _____

☐ Option C Specify: _____

(b) Credit Assurances:

☐ Not Applicable

☒ Applicable

(c) Collateral Threshold:

☒ Not Applicable

☐ Applicable

If applicable, complete the following:

Party B Collateral Threshold: \$ _____; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$ _____

Party B Rounding Amount: \$ _____

(d) Downgrade Event:

- ☐ Not Applicable
☒ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's.

- ☐ Other:
Specify: _____

(e) Guarantor for Party B: _____

Guarantee Amount: _____

8.2 Party B Credit Protection:

(a) Financial Information:

- ☒ Option A
☐ Option B Specify: _____
☐ Option C Specify: _____

(b) Credit Assurances:

- ☐ Not Applicable
☒ Applicable

(c) Collateral Threshold:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

Party A Collateral Threshold: \$ _____; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ _____

Party A Rounding Amount: \$ _____

(d) Downgrade Event:

- ☐ Not Applicable
☒ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below ___ from S&P or ___ from Moody's or if Party A is not rated by either S&P or Moody's.

☒ Other:

Specify: It shall be a Downgrade Event for Party A only if Party A's Net Worth falls below \$25,000,000. Net Worth is the value obtained by aggregating the following Common Stock equity accounts: Common Stock, Premium on Common Stock, Additional Paid-in-capital, Capital Stock Expense and Retained Earnings. Such Net Worth shall be exclusive of Accumulated Other Comprehensive Income, derived from pension and benefit obligations.

(e) Guarantor for Party A: None

Guarantee Amount: _____

Article 10

Confidentiality ☐ Confidentiality Applicable ☐ If not checked, inapplicable.

Schedule M ☐ Party A is a Governmental Entity or Public Power System
☐ Party B is a Governmental Entity or Public Power System
☐ Add Section 3.6. If not checked, inapplicable
☐ Add Section 8.6. If not checked, inapplicable

Other Changes: Yes Specify, if any: See below.

Section 1.50 shall be modified by replacing the words "Section 2.4" with "Section 2.5."

Section 1.60 shall be deleted in its entirety and replaced with the following.

1.60 "Transaction" means a particular transaction agreed to by the Parties relating to the sale by Party B and the purchase by Party A of a Product pursuant to this Master Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Fitchburg Gas and Electric Light Company

Party B Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute (“EEI”) and National Energy Marketers Association (“NEM”) member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

Appendix E: Current Default Service Tariff, Effective 03-01-2005

See file named “App_E_DS_Tariff_2005-03.pdf”

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
DEFAULT SERVICE
SCHEDULE DS

1. General

This Tariff may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in MDTE regulations and Massachusetts law. In case of conflict between this Tariff and any orders or regulations of the MDTE, said orders or regulations shall govern.

2. Definitions

- A. "Company" shall mean Fitchburg Gas and Electric Light Company.
- B. "Competitive Supplier" shall mean any entity licensed by the MDTE to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Standard Offer Service and Default Service to its distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.
- C. "Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- D. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.
- E. "Default Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier or Standard Offer Service, in accordance with the provisions set forth in this tariff.
- F. "Distribution Company" shall mean an electric company organized under the laws of Massachusetts that provides Distribution Service in Massachusetts.
- G. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.
- H. "Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.
- I. "MDTE" shall mean the Massachusetts Department of Telecommunications and Energy.
- J. "Retail Access Date" shall mean March 1, 1998, unless otherwise determined by the MDTE.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

DEFAULT SERVICE

SCHEDULE DS (continued)

K. "Standard Offer Service" shall mean the service provided by the Company for a term of seven years after the Retail Access Date, unless otherwise determined by the MDTE. The rates for this service shall be set at levels that achieve the overall Customer rate reductions required by St. 1997, c. 164, § 193 (G.L. c. 164, § IB). Availability for this service shall be in accordance with the provisions set forth in the Company's Standard Offer Service tariff, on file with the MDTE.

3. Availability

Default Service shall be available to any Customer who is not receiving Standard Offer Service and who, for any reason, has stopped receiving Generation Service from a Competitive Supplier.

4. Rates

Fixed Pricing Option:

This pricing option is available to all customers.

Effective January 1, 2001, all residential customers on Schedules RD-1 and RD-2 and small general service customers on Schedule GD-1 receiving Default Service will automatically be placed on this fixed rate, unless the Customer elects the Variable Monthly Pricing Option.

The fixed rate will remain the same for three or six months at a time and will be based on the average monthly wholesale price over the three or six-month period that the Company pays to its Default Service provider. The rate is fixed for a period of three months for customers on Schedules GD-2, GD-3, GD-4, GD-5 and SD. The rate is fixed for six months for customers on Schedules RD-1, RD-2, and GD-1.

Customers assigned to this Fixed Pricing Option may choose the Variable Monthly Pricing Option. Customers electing the Variable Monthly Pricing Option will not have the opportunity to switch back to the Fixed Pricing Option for as long as the Customer continues to receive uninterrupted Default Service.

Monthly bills will be recalculated for Customers who are on the Fixed Pricing Option for Default Service and decide to switch to a competitive supplier before the three or six-month period is over. The electric bill for the period of the fixed three or six month rate will be recalculated using the monthly variable rate for that period. This ensures that all consumers pay the actual cost of electricity they have used. This adjustment may be a credit or a debit, and will be reflected on the first bill after the switch is effective.

Residential customers on Schedules RD-1 and RD-2 and small general service customers on Schedule GD-1 who switch to a competitive supplier and later return to Default Service will

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
DEFAULT SERVICE
SCHEDULE DS (continued)

be initially placed on the Fixed Pricing Option unless the Customer elects the Variable Monthly Pricing Option.

The rates for Fixed Pricing Option Default Service shall be as follows:

For Schedules RD-1, RD-2:	\$0.07409 per kWh
For Schedule GD-1:	\$0.07423 per kWh
For Schedules GD-2, GD-4, GD-5, SD:	\$0.06739 per kWh
For Schedule GD-3:	\$0.06570 per kWh

Variable Monthly Pricing Option:

This option is available to all customers.

Effective January 1, 2001, general service customers on Schedules GD-2, GD-3, GD-4, and GD-5 and outdoor lighting customers on Schedule SD receiving Default Service will automatically be placed on this variable monthly rate option, unless the Customer elects the Fixed Pricing Option.

The variable rate will change from month to month reflecting the monthly wholesale price that the Company pays to its Default Service provider.

Customers assigned to the Variable Monthly Pricing Option may choose the Fixed Pricing Option. Customers electing the Fixed Pricing Option will not have the opportunity to switch back to the Variable Monthly Pricing Option for as long as the Customer continues to receive uninterrupted Default Service.

General service customers on Schedules GD-2, GD-3, GD-4, and GD-5 and outdoor lighting customers on Schedule SD who decide to switch to a competitive supplier and later return to Default Service will be initially placed on the Variable Monthly Pricing Option, unless the Customer elects the Fixed Pricing Option.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
DEFAULT SERVICE
SCHEDULE DS (continued)

The rates for Variable Monthly Pricing Option Default Service shall be as follows (per kWh):

<u>Class</u>	<u>December 2004</u>	<u>January 2005</u>	<u>February 2005</u>	<u>March 2005</u>	<u>April 2005</u>	<u>May 2005</u>
Residential: Schedules RD-1 and RD-2	\$0.07407	\$0.08855	\$0.08772	\$0.07896	\$0.06660	\$0.06394
Small General Service: Schedule GD-1	\$0.07421	\$0.08872	\$0.08788	\$0.07911	\$0.06672	\$0.06406
Regular General Service and Outdoor Lighting: Schedules GD-2, GD-4, GD-5 and SD	\$0.07780	\$0.09823	\$0.09416	\$0.06905	\$0.06700	\$0.06598
Large General Service: Schedule GD-3	\$0.07546	\$0.09528	\$0.09133	\$0.06684	\$0.06605	\$0.06422

These rate(s) for Default Service are established through a competitive bidding process, but in no case shall exceed the average monthly market price for electricity, as determined by the MDTE.

Customers will be notified of changes in Default Service rates in advance of their effective dates in accordance with guidelines set forth by the MDTE, as may be amended from time to time. Such notifications will be made in a variety of manners including a toll free number, the Company's website, bill inserts, and bill messages. Notification of rates will be made via the Company's website at www.unitil.com and a toll free number 30 days in advance of the effective date. Default Customers will receive 60 day notification of upcoming rate changes via a bill message and 30 day notification of the new rates via a bill message. All customers will receive a bill insert explaining Default Service in the billing cycle prior to the rate change.

5. Billing

Each Customer receiving Default Service shall receive one bill from the Company, reflecting unbundled charges for their electric service.

6. Initiation of Default Service

Default service may be initiated in any of the following manners:

- A. A Customer who is receiving Generation Service from a Competitive Supplier notifies the Company that he wishes to terminate such service and receive Default Service. In this instance, Default Service shall be initiated within two (2) business days of such notification for residential Customers. For other Customers, Default Service shall be

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

DEFAULT SERVICE

SCHEDULE DS (continued)

initiated concurrent with the Customer's next scheduled meter read date, provided that the Customer has provided such notification to the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers. If the Customer provided such notification fewer than two (2) days before the Customer's next scheduled meter read date, Default Service shall be initiated concurrent with the Customer's subsequent scheduled meter read date;

- B. A Competitive Supplier notifies the Company that it shall terminate Generation Service to a Customer. In this instance, Default Service shall be initiated for the Customer concurrent with the Customer's next scheduled meter read date, provided that the notice of termination of Generation Service is received by the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers. If the notice of termination is received fewer than two (2) days before the Customer's next scheduled meter read date, Default Service shall be initiated concurrent with the Customer's subsequent scheduled meter read date;
- C. A Competitive Supplier ceases to provide Generation Service to a Customer, without notification to the Company. In this instance, Default Service to the Customer shall be initiated immediately upon the cessation of Generation Service;
- D. A Customer taking Standard Offer Service has not chosen affirmatively a Competitive Supplier at the end of the term of Standard Offer Service.

7. Termination of Default Service

Default Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of Generation Service by a Competitive Supplier is received by the Company two (2) or more business days before the next scheduled meter read date, in accordance with the Company's Terms and Conditions for Competitive Suppliers.

If the notice of initiation of Generation Service by the Competitive Supplier is received by the Company fewer than two days before the Customer's next scheduled meter read date, Default Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

There shall be no fee for terminating Default Service.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
DEFAULT SERVICE
SCHEDULE DS (continued)

8. Reconciliation of Default Service Costs

At the end of each calendar year, the Company shall reconcile recoveries with the cost of Default Service pursuant to the Company's Default Service Adjustment - Schedule DSA, MDTE No. 101. Effective December 1, 2002, Default Service costs include:

1) Supplier Costs: The costs billed to FG&E by its Default Service providers plus the cost of Renewable Energy Certificates purchased for Default Service in compliance with 225 CMR 14.00 – Renewable Energy Portfolio Standard. Renewable Energy Certificates are the title or claim for the generation attributes associated with a Renewable Generator that is compliant with the definition of a New Renewable Generation Source as found in 225 CMR 14.00 – Renewable Energy Portfolio Standard.

2) Cost of Working Capital, calculated as follows,

Cost of Working Capital = Working Capital Requirement * Tax Adjusted Cost of Capital,

where:

Working Capital Requirement = Supplier Costs * Number of Days Lag/365

Number of Days Lag is the number of days lag to calculate the purchased power working capital requirement as defined in the Company's most recent Lead Lag Study approved by the Department,

Tax Adjusted Cost of Capital = Cost of Debt + (Cost of Equity/(1-Effective Tax Rate))

where:

The Cost of Debt is the debt component of the rate of return as approved by the Department in the Company's most recent base rate case,

The Cost of Equity is the equity component of the rate of return as approved by the Department in the Company's most recent base rate case, and

The Effective Tax Rate is the combined effective state and federal income tax rate;

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
DEFAULT SERVICE
SCHEDULE DS (continued)

3) Bad Debt Costs, calculated as follows,

$$\text{Bad Debt Costs} = \text{Bad Debt Expense} * \text{Allocation Factor}$$

where:

Bad Debt Expense are test year bad debt expense as approved by the Department in the Company's most recent base rate case,

The Allocation Factor as approved by the Department in the Company's reconciliation filing. Such allocation factor shall be based on a percentage of actual account write-offs recorded and tracked for the DS billing components to total write-offs.